



OSWEGO
CITY SCHOOL DISTRICT

Fully prepared and life ready!

**Education Center
1 Buccaneer Blvd.
Oswego, New York 13126**

**Oswego City School District
Request for Proposal
Trash & Recycling Disposal**

**Three year term
7/1/2022 to 06/30/2025**

Company Name: _____

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Return all pages of this booklet – Keep a copy for your records.

PART I

General Information/Conditions

Statement of Purpose:

The Oswego City School District is accepting Request for Proposals (RFP) to provide removal of trash and recyclable materials from all District buildings. This is a three-year contract with said contract being subject to the annual review and recommendation of the Director of Facilities III and final award by the Board of Education.

Time Line:

Release of RFP Specifications	April 11, 2022
RFP Proposal Due	May 11, 2022
Notification of Award by BOE approval	June 21, 2022
Effective Date of Award	July 1, 2022

Format for Required Information:

Request for Proposals (RFP) shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared non-responsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. The proposal must be signed by an official authorized to bind the applicant to its provisions. Proposals, which do not address all requirements of this Request for Proposal, may be considered non-responsive.

Submission of Proposal:

All proposals must be received by the District Clerk on behalf of the Director of Facilities III no later than 3:00 p.m. on May 11, 2022. Any proposals received after this deadline will be returned unopened to the firm. Each firm shall submit one original proposal and one (1) copy to the following address:

<p>Karen Canale, District Clerk Oswego City School District Education Center 1 Buccaneer Blvd Oswego, NY 13126</p> <p>TRASH REMOVAL PROPOSAL CONFIDENTIAL – DO NOT OPEN</p>

All proposals and accompanying documentation become the property of the Oswego City School District.

An appointment and on-site inspection may be scheduled by any company interested in submitting a proposal to answer questions about the engagement. Any inquiries concerning the request for proposals should be addressed to John Rizzo, Director of Facilities III, and (315) 341-2906.

The Board of Education reserves the right to accept or reject any or all proposals or any parts of proposals. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all prospective applicants who received the RFP. It is the responsibility of the applicants to ensure that they have responded to all addendums before submission of the RFP.

Indemnification:

Each party hereby agrees to indemnify, defend and hold harmless the other party from all suits, claims and the liability for injury or damage to persons or property resulting from or arising out of any activity conducted by either the respective parties or their agents, employees, invitees or designees except for injuries or damage caused or contributed to by the acts, omissions or negligence of the other party.

PART II Scope and Fieldwork

1. Remove trash/recyclable materials from approximately 9 locations (as per attached schedules) during the school district Fiscal Year as outlined below:

7/1/2022 - 06/30/2023

7/1/2023 - 06/30/2024

7/1/2024 - 06-30-2025
2. The work to be performed by the contractor shall include the furnishing of all plant, labor, equipment, materials and appliances as required to perform the services called for in this proposal, as directed by the Executive Director of Business and Finance.
3. Contractors are required to satisfy themselves, by personal examination of the site, as to work involved and of the difficulties likely to be encountered in the performance of work under this proposal. No plea of ignorance of conditions that exist, or that may thereafter exist, or of any condition or difficulties that may be encountered in the execution of the work under this proposal as a result of a failure to make the necessary examination and investigation will be accepted as an excuse for any failure to fulfill in every respect all the requirements of this proposal, nor will same be accepted as a basis for any claim for extra compensation.
4. Container sizes for each location as per attached pick-up schedule (subject to change). Vendor shall provide the District with two keys for each lock. Container locations must remain at the same location and may be moved only on District's request/approval. **Drivers will be responsible for putting containers back in place with all tops secured. No payment for services shall be rendered by the District until all containers are in place.**

5. Contractor is responsible for keeping area around containers clean to the satisfaction of the District (area around containers shall be kept free of litter, papers, etc.).
6. **Contractor is responsible to begin start of contract year with clean containers.** Contractor is responsible for providing clean containers, free of odors, **quarterly or as requested by owner**. Those containers which are deemed by the District to no longer meet the standards and safety conditions in this proposal shall be immediately replaced by the vendor, **within a 24-hour notice upon request** by the District. **All containers at all sites are to be replaced as needed. All containers need fresh paint at start of each school year.**
7. Contractor shall bill the City School District of Oswego on the last day of each month for services provided during that month. **All billings must show the breakdown by quantity by school.**
8. All contractors are to submit with their proposal a copy of their insurance coverage which shall remain in effect during the term of this proposal. No proposal award shall be made without proof of insurability in the coverage amounts shown below. Any change in the conditions of the insurance coverage or cancellation thereof shall be brought to the attention of the Executive Director of Business & Finance for the district, 30 days prior to cancellation. Minimum insurance requirements shall be as follows:

General Liability Limits of \$1,000,000 per occurrence; \$2,000,000 Annual Aggregate
Business Auto Liability: \$1,000,000 per occurrence
9. **Pick-ups at Oswego High School and Oswego Middle School MUST be made prior to 7:00 AM and at the elementary schools prior to 8:15 AM as per the pick-up schedule included herein. There will be no pick-ups at the schools prior to 5:30 AM. Transportation, and the Warehouse pick-ups will be prior to 5:30 AM or after 4:00 PM.**
10. Service is to be provided on schedule. **Missed stops shall be picked up on same day within two (2) hours of notification at no additional cost to the District.**
11. The contractor shall perform its obligations hereunder in compliance with any and all applicable Federal, State and Local laws, rules, and regulations, including applicable licensing requirements, and in accordance with sound engineering and safety practices.

The contractor shall be responsible for obtaining all governmental permits, consents, and authorizations, including environmental permits, as may be required to perform its obligations hereunder. The contractor is responsible to secure all permits and pay all fees required at disposal areas.
12. All applicable standards shall be followed. Some of the applicable standards are as follows:
 - New York State Department of Transportation rules and regulations
 - New York State Department of Environmental Conservation rules
 - and regulations
 - Local county and town rules and regulations
 - Oswego County Health Department rules and regulations

13. There will be no charge for any dumpsters required to hold trash/recyclable materials.
14. This specification contains the total estimated number of pick-ups for both trash and recyclables required by the District. The District does not guarantee any specific amount and shall not be held responsible for any deviation therefrom.

The District shall have the right to unilaterally change the number of pick-ups for trash and/or recyclable materials and to adjust the schedule as necessary. Associated costs shall be as included on a proposal sheet included herein. **The vendor cannot adjust the pick-up schedule at any time during the length of the contract without first meeting with and having approval in writing by the District.**

15. The District shall have the right to award either by categories or total award.
16. This agreement may be amended only by written instrument signed by both the District and the contractor.
17. The duration of this contract shall be for a period of three years, **July 1, 2022 to June 30, 2025**, from the date of execution.
18. Either party can terminate this contract anytime during the period of the contract by providing written notice 30 days before termination date.
19. **Contractor is to call and notify district at 315-341-2906 if breakdown of their vehicles occurs at scheduled time of pick-ups. They must let District know how long pick-ups will be delayed.**

CITY SCHOOL DISTRICT OF OSWEGO PICK-UP SCHEDULE

The following pick up schedule is for weeks when school is <u>IN SESSION</u> Period: 9/1/2022 to 6/30/2023; 9/1/2023 to 6/30/2024; 9/1/2024 to 6/30/2025				
Trash Containers	Days per Week	Frequency of Pick Up	Qty	Size
HIGH SCHOOL		AS NEEDED!	1	35 yd compactor
MIDDLE SCHOOL	1	MONDAY	1	6 yd
MIDDLE SCHOOL	5	MON-TUE-WED-THU-FRI	1	8 yd
MINETTO	5	MON-TUE-WED-THU-FRI	1	8 yd
RILEY	5	MON-TUE-WED-THU-FRI	1	8 yd
FITZHUGH PARK	5	MON-TUE-WED-THU-FRI	1	8 yd
KINGSFORD PARK	5	MON-TUE-WED-THU-FRI	1	8 yd
LEIGHTON	5	MON-TUE-WED-THU-FRI	1	8 yd
WAREHOUSE	1	MON-EVERY OTHER WEEK	1	3 yd
BUS GARAGE	1	WEDNESDAY	1	6 yd
Recyclables	Days per Week	Frequency of Pick Up	Qty	Size
HIGH SCHOOL	1	TUESDAY	1	8 yd
MIDDLE SCHOOL	1	TUESDAY	1	8 yd
MINETTO	1	TUESDAY	1	6 yd
RILEY	1	TUESDAY	1	6 yd
FITZHUGH PARK	1	TUESDAY	1	6 yd
KINGSFORD PARK	1	TUESDAY	1	6 yd
LEIGHTON	1	TUESDAY	1	6 yd
WAREHOUSE	1	TUES-EVERY OTHER WEEK	1	3 yd
BUS GARAGE	1	TUES-EVERY OTHER WEEK	1	3 yd

The following pick-up schedule is for the <u>SUMMER</u> weeks Period: 7/1/2022 to 8/31/2022; 7/1/2023 to 8/31/2023; 7/1/2024 to 8/31/2024				
Trash Containers	Days per Week	Frequency of Pick-up	Qty	Size
HIGH SCHOOL	N/A	AS NEEDED!	1	35 yd compactor
MIDDLE SCHOOL	1	FRIDAY	2	8/6 yd
MINETTO	1	FRIDAY	1	8 yd
RILEY	1	FRIDAY	1	8 yd
FITZHUGH PARK	1	FRIDAY	1	8 yd
KINGSFORD PARK	1	FRIDAY	1	8 yd
LEIGHTON	1	FRIDAY	1	8 yd
WAREHOUSE	1	FRIDAY	1	3 yd
BUS GARAGE	1	FRIDAY	1	6 yd
Recyclables	Days Per Week	Frequency of Pick-up	Qty	Size
HIGH SCHOOL	1	FRI - EVERY OTHER WEEK	1	8 yd
MIDDLE SCHOOL	1	EVERY OTHER WEEK	1	8 yd
MINETTO	1	EVERY OTHER WEEK	1	6 yd
RILEY	1	EVERY OTHER WEEK	1	6 yd
FITZHUGH PARK	1	EVERY OTHER WEEK	1	6 yd
KINGSFORD PARK	1	EVERY OTHER WEEK	1	6 yd
LEIGHTON	1	EVERY OTHER WEEK	1	6 yd
WAREHOUSE	1	EVERY OTHER WEEK	1	3 yd
BUS GARAGE	1	ONCE A WEEK	1	3 yd

PART III STATEMENT OF FEES

Removal of trash and recyclable materials as per detailed specifications.

Fees are to remain firm for the period of contract: July 1, 2022 to June 30, 2023; July 1, 2023 to June 30, 2024; July 1, 2024 to June 30, 2025.

	UNIT BID PRICES	TOTAL BID PRICES
<u>CATEGORY 1</u>	<u>PER MONTH</u>	<u>PER 10 MOS.</u>
A. TRASH REMOVAL September 1, 2022 to June 30, 2023; September 1, 2023 to June 30, 2024; September 1, 2024 to June 30, 2025 (10 months)	\$ _____	\$ _____

(Unit price for extra pick-up if required \$ _____ per pick-up/site)

	<u>PER MONTH</u>	<u>PER 2 MOS.</u>
B. TRASH REMOVAL - SUMMER July 1 to August 31, 2022; July 1 to August 31, 2023; July 1 to August 31, 2024 (2 months)	\$ _____	\$ _____

Unit bid price for extra pick-up, if required, \$ _____ per pick-up/site

	<u>PER MONTH</u>	<u>PER 10 MOS.</u>
A. RECYCLABLES – PICK-UP & HAUL September 1, 2022 to June 30, 2023; September 1, 2023 to June 30, 2024; September 1, 2024 to June 30, 2025 (10 months)	\$ _____	\$ _____

Unit bid price for extra pick-up, if required, \$ _____ per pick-up/site

	<u>PER MONTH</u>	<u>PER 2 MOS.</u>
B. RECYCLABLES – PICK-UP & HAUL (SUMMER) July 1 to August 31, 2022; July 1 to August 31, 2023; July 1 to August 31, 2024 (2 months)	\$ _____	\$ _____

Unit Bid Price for extra pick-up, if required, \$ _____ per pick-up/site

CATEGORY 3

Compactor at Oswego High School

Contractor will furnish and maintain one (1) compaction system with a 35 cubic yard container complete with any necessary rails, controls, pneumatics and electrical equipment at Oswego High School. System must include compactor doghouse with door, dead man-type cycle operation and fully gasketed container door. Oswego City School District will provide electrical power. Pick-up will be on an as needed basis. Compactor must be painted yearly

CATEGORY 3

Rental price (monthly) \$ _____
Hauling fee (per pick-up) \$ _____

July 1, 2022 to June 30, 2023; July 1, 2023 to June 30, 2024; July 1, 2024 to June 30, 2025

Total Fee for Category 1: \$ _____

Total Fee for Category 2: \$ _____

Total Fee for Category 3: \$ _____

Total for Categories 1, 2, and 3:

GRAND TOTAL \$ _____

UNIT PRICES:

During the duration of this contract should the district decide to add or delete pick up services at a location(s), the following unit prices should prevail as follows:

Trash Removal

Recyclables

3 Yard Containers \$ _____ per pick-up
6 Yard Containers \$ _____ per pick-up
8 Yard Containers \$ _____ per pick-up

3 Yard Containers \$ _____ per pick-up
6 Yard Containers \$ _____ per pick-up
8 Yard Containers \$ _____ per pick-up

Submitted by:

Company: _____

Signature (Authorized): _____

Signature (Typed): _____

Title: _____

Date: _____

PART IV PROPOSER WARRANTIES

- I. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
- II. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Oswego City School District.
- III. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

NAME OF COMPANY: _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation

NAME: _____ TITLE: _____
Please Print Please Print

DATED: _____, 2022

SWORN to before me this _____ day of _____, 2022

Notary Public: _____

**IRAN DIVESTMENT ACT
CERTIFICATION**

By submission of this bid, (Request for Proposal for Trash/Recyclable Removal), or by assuming the responsibility of a Contract awarded hereunder, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

That each bidder/contractor/assignee is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list created pursuant to paragraph (b) subdivision 3 of section 165-a of the New York State Finance Law and posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

NAME OF COMPANY: _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation

NAME: _____ TITLE: _____
Please Print Please Print

DATED: _____, 2022

SWORN to before me this _____ day of _____, 2022

Notary Public: _____

EXECUTIVE ORDER NO. 177 CERTIFICATION

This page must be completed and signed by the Contractor in order for your bid to be considered by the District.

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

1. all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
2. employers with fewer than four employees in all cases involving sexual harassment; and,
3. any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

NAME OF COMPANY: _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative of Firm or Corporation

NAME: _____ TITLE: _____
Please Print Please Print

DATED: _____, 2022

SWORN to before me this _____ day of _____, 2022

Notary Public: _____

STATE FINANCE LAW § 139-I CERTIFICATION

This page must be completed and signed by the Contractor in order for your bid to be considered by the District.

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g. N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassmentworkplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate Bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such Bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the Bidder. If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

In accordance with N.Y. State Labor Law § 201-g, the Bidder hereby certifies that it (1) “implemented a written policy addressing sexual harassment prevention in the workplace” and (2) “provides annual sexual harassment prevention training to all of its employees”.

I hereby affirm under penalties of perjury that the foregoing statement is true.

NAME OF COMPANY: _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation

NAME: _____ TITLE: _____
Please Print Please Print

DATED: _____, 2022

SWORN to before me this _____ day of _____, 2022

Notary Public: _____